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SECTION A - SUPPLEMENTAL INFORMATION
DAAE07-03-P-M017
P00001

1. The purpose of this bilateral modification P00002 to Contract DAAE07-02-C-M060 is to add the following clauses:
- a. FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)",
 - b. FAR 52.228-4, "Worker's Compensation and War Hazard Insurance Overseas",
 - c. DFARS 252.228-7000, "Reimbursement for War Hazard Losses",
 - d. DFARS 252.228-7003, "Capture and Detention",
 - e. DFARS 252.225-7043, "Antiterrorism/Force Protection Policy for Defense Contractors Outside of the United States",
 - f. Draft AFARS 5152.217-7031, "Contractor Deployment on Military Operations".
- CLUASE ADDED TO SECTION A OF THE CONTRACT.

CONTRACTOR ADDED CLAUSE: Bradley

C.3.1. There are certain tasks related to performance of this contract that will require location of contractor personnel on Government premises. When these situations arise, the Government will be responsible for providing office space, computers, telephone access, and IT/Internet services necessary for the contractor to perform the requirements of this contract for the Bradley FOV. All computer resources utilized by contractor personnel remain the property of the Government and are the responsibility of the responsible hand receipt holder. The contractor shall charge the Government onsite overhead rates set forth in their proposal for location of onsite personnel.

AFARS 5152.217-7031 - Contractor Deployment on Military Operations (May 2002)

(a) Definitions.

As used in this Clause

- (1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local vendor base.
- (2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.
- (3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.
- (4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

- (1) This general guidance addresses the deployment of systems contractor personnel, , and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.
- (2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commanders guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

- (1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.
- (2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes,

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judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological, Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment.

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

(2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNA sampling.

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- (4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.
- (5) The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.
- (6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.
- (j) Clothing and Equipment Issue.
- (1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individuals status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.
- (2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).
- (3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
- (4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- (5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.
- (6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.
- (k) Weapons and Training.
- (1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.
- (2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.
- (3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.
- (4) Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.
- (5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.
- (l) Vehicle and Equipment Operation.
- (1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- (2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
- (3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
- (4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.
- (m) Passports, Visas and Customs.
- (1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).
- (2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.
- (3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.
- (n) Reception, Staging, Onward Movement and Integration.
- (1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.
- (2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.
- (o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery,

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laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval from the Procuring Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/ Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedule.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that workers compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special Legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

2. As a result of this modification, the total contract amount remains the same.

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-2 ADDED	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-3 ADDED	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-4 ADDED	252. 228-7003	CAPTURE AND DETENTION	DEC/1991